

REMARKS

Claims 1-74 are pending.

Following is Applicants' response to the Examiner's Detailed Action in the April 5, 2006 Office Action.

I.

On page 2, second paragraph, the Examiner requested Applicants to provide information on how boiler plate templates and a merge feature of word processing tool differs from Applicant's invention.

Applicants' present Claim 1 below for convenient reference:

1. In a computer system, a method for generating documents comprising:
obtaining at least one of a plurality of components from a document template;
obtaining at least one relationship from said document template, said relationship defining an association between said plurality of components and a document to be generated;
generating said document according to said at least one relationship; and
providing said document to a user. (emphasis added).

Applicants respectfully submit that several nonobvious differences exist between boiler plate templates and a merge feature of a word processing tool.

In general, the invention is designed to generate a document from an obtained component(s) of a document template. The generation is performed in accordance with relationships that define an association between the obtained component(s). The document template includes multiple components, only some of which may be used to generate the document. The relationship can be, for example, an "includes" relationship or an "excludes" relationship, such that the value of the relationship and the substance of the document component(s) determines the composition of the document.

In a merge tool, the composition of a generated document is determined by (1) the substance of the document template and (2) data merged into a document. Thus, in a conventional word processing tool, the relationship between the document template and the data does not define

a relationship between a plurality of components of the document template and a document to be generated. The relationship in a conventional setting defines a relationship between the document template and 'external' data that is separate and apart from the document template, e.g. the data is generally stored in a database or other structured format.

Based on the above general remarks, Applicants provide the following differences between boiler plate templates and a merge feature of a word processing tool.

First, Applicants respectfully submit that in conventional word processing technology a document template is not comprised of multiple components that can be selectively obtained as required by Claim 1. A document template in a conventional word processing tool for use with a merge feature is a preexisting document with fields to be populated with merged data from another source, such as a database. The conventional document template does not include multiple components that are, for example, assembled in accordance with certain relationships to form a new document.

Second, Applicants respectfully submit that in conventional word processing technology there is no relationship that is obtained from the document template that defines an association between the plurality of components of the document template and a document to be generated. The conventional document template does not define a relationship between multiple components and the document to be generated. In a merge context, the document template may specify the location and format of merged data. However, there is no "relationship" obtained that defines an association between multiple components of the conventional document template (not external, merged data) and a document to be generated. The 'relationship' for a conventional document template is a relationship between the document template and merged data. The data is not a component of the document template. The data is separate and originates from a completely different source, such as a database.

Third, in Claim 1 the document is generated in accordance with the at least one relationship from the document template, the relationship defining an association between the plurality of components and the document to be generated. Thus, the generation of the document in Claim 1 depends upon the relationship that defines an association between obtained component(s) of the document template and the document to be generated.

The foregoing discussion applies in general to the remaining independent claims. Some claims have different limitations. For example, Claim 66 specifically recites “at least one rule associated with the compensation component and at least one rule associated with the textual component in a document template, wherein the rules are executable by a configuration engine.” Applicants are unaware of any word processing tool that uses a configuration engine in this manner.

II.

On page 2, third paragraph, with reference to Claims 15 and 52, the Examiner requested Applicants to identify “where in the disclosure is the support for obtaining at least one compensation component from a document template prior to obtaining document modeling information from [a] user and then generat[ing] a compensation plan based on modeling information followed by creating at least one compensation component.”

Applicants respectfully initially submit that the Examiner’s request is not exactly clear. Claims 15 and 52 recite “obtain(ing) at least one compensation component from a document template”. However, Claims 15 and 52 do not recite “obtaining modeling information” or “creating at least one compensation component”. Claims 29 and 66 recite “obtain(ing) modeling information from said user via said modeling interface” and “generating at least one compensation component” but do not recite “obtain(ing) at least one compensation component from a document template”. Claims 29 and 66 do recite “include(ing) respective rules associated with the compensation component and the textual component in a document template.”

Applicants respectfully submit that since the particular order of events presented by the Examiner on page 2, third paragraph is not claimed, and the elements are not all in Claims 15 and 52 Applicants respectfully submit that the request is unclear and cannot at this time be adequately responded to. If the Examiner still believes clarification is necessary, Applicants respectfully request the Examiner to telephone the undersigned at 512-338-9100 to clarify the request.

Applicants also note that the claims as filed form part of the original disclosure. The referenced events in Claims 15 and 52 and Claims 29 and 66 are part of the application as filed.

III.

On page 3, first paragraph, the Examiner stated with reference to amended Claims 29 and 66, the Examiner requested Applicants to “clarify whether claims 1-28 and 35-65 also have rules associated with the templates. If the rules are not associated with those claims, then please clarify why prosecution of claims 29-34 and 65-72 will not burden the examiner for prosecuting claims 1-28 and 35-65.” Claims 1-28 and 35-65 recite a “relationship from said document template”. Claims 29-34 and 65-72 recite “respective rules (“at least one rule” claim 65) associated with the compensation component and the textual component in a document template.” Applicants respectfully submit that “relationship” is generic and can include a “rule”.

Since “rule” is a species of “relationship”, Applicants respectfully submit that examination of both will not unduly burden the Examiner. For example, both the “relationship” and the species “rule” can include, for example, “includes” and/or “excludes” (see Claims 11-12 and 32-33).

IV.

On page 3, second paragraph, the Examiner requests Applicant “to provide additional information on the capabilities and limitation of ContractMaker™ which will help to further the prosecution of the instant application, and also, ContractMaker™ the product of the applicant or from a third party.” “If applicant does not have the information available, applicant may make a statement stating the same.”

The undersigned has confirmed with the General Counsel of the Assignee of the present application that ContractMaker™ was not and is not a product of the Assignee. The inventors of the present application are no longer employed by the Assignee and could not be reached for comment. Accordingly, any further information on ContractMaker™ is unavailable.

CONCLUSION

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the examiner is requested to telephone the undersigned.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Amendment, COMMISSIONER FOR PATENTS, P.O. Box 1450, Alexandria, VA 22313-1450, on May 5, 2006.



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5-5-2006

Date of Signature

Respectfully submitted,



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